

**Request for Bids  
Fourth of July Fireworks Display  
Kingman Fire Department  
Jake Rhoades, Fire Chief**

**Bid Responses Due By: March 23, 2018 at 11:00 a.m.**

**Submittals shall be delivered in a sealed package container or envelope  
clearly marked on the outermost portion of the package:  
City of Kingman Fireworks Bid**

**Bids will be received at:**

Kingman Fire Department  
412 E. Oak Street (Physical address)  
310 N. 4<sup>th</sup> Street (Mailing address)  
Kingman, AZ 86401

**Direct Questions to:**

Keith Eaton, Assistant Fire Chief  
E-Mail: [keaton@cityofkingman.gov](mailto:keaton@cityofkingman.gov)  
Phone: 928-753-2891

**ANTICIPATED SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE</b>
Advertise Period of RFB	February 26, 2018 – March 23, 2018
Bid Due Date and Opening	March 23, 2018 at 11:00 a.m.
Anticipated Award Date	April 2018

**CITY OF KINGMAN**  
**REQUEST FOR BIDS ON**  
**FOURTH OF JULY FIREWORKS DISPLAY**

**1. INTRODUCTION**

- 1.1. The City of Kingman is seeking bids for the presentation of the Fourth of July Fireworks Display. All bids must conform to these specifications and be presented on the forms provided for that purpose.

**2. BIDS**

- 2.1. Qualified vendors are invited to submit their best quotation for services providing fireworks for the City of Kingman's Annual 4th of July Celebration to be held on Wednesday, July 4, 2018.
- 2.2. The location for fireworks display is to be at the Mohave County Fairgrounds at approximately 9 P.M., local time. The pyrotechnic display should include a variety of shells and events. Prospective bidders must provide a description of fireworks proposed in their document, the show shall last a minimum of 20-25 minutes.
- 2.3. The successful fireworks provider must provide all necessary insurances including liability and must indemnify the City of Kingman, as well as (if applicable) the owner of the property where the fireworks are set up.
- 2.4. The successful fireworks provider must provide to the City of Kingman copies of all permits requested by the City including fire permits and Workers' Compensation.
- 2.5. The successful fireworks provider must be on-site at the staging area from setup until after take down to provide security for the fireworks and to clean up after the display is over. All cleanup of the site must be completed within 24 hours of the display. Bids must be submitted in a sealed envelope plainly marked with the word "Fireworks Display". Bids submitted otherwise will not be acceptable.
- 2.6. The bid, on the bidding company's letterhead must also include the attached document as part of the bid package.
- 2.7. Bidders unable to submit a bid in response to this Request for Bids (RFB) should so advise in writing to preclude exclusion from future RFBs.
- 2.8. The City of Kingman reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the equipment or services for its intended use and further specifically reserve the right to make the award in the best interests of the City. All equipment or services listed is intended for a particular use by the City in which it is to be utilized and must meet the requirements of that particular division(s). Other factors to be considered in awarding the bid will be price, quality, and time required to make delivery.

### **3. CONTACT**

3.1. Questions regarding the specifications should be directed to Assistant Fire Chief Keith Eaton, City of Kingman Fire Department, (928) 753-2891 or [keaton@cityofkingman.gov](mailto:keaton@cityofkingman.gov).

### **4. MINIMUM SPECIFICATIONS OF THE FIREWORKS SHOW**

4.1. ALL Fireworks must be electronically fired, no "hand firing" will be allowed; if at any time hand firing is noticed, the show will be stopped immediately.

4.2. The vendor will be responsible for 24 hour security while fireworks products are on site. This will remain during set-up and after vendor personnel leaves the site.

4.3. The awarded vendor must have a current City of Kingman business license.

4.4. The vendor must provide the City of Kingman the following insurance requirements which shall be on an occurrence basis, NOT claims made basis, and will include the following limits of coverage at the minimum:

- \$ 1,000,000.00 each occurrence, \$ 2,000,000.00 general aggregate general liability.
- \$ 1,000,000.00 products and completed operative aggregate.
- \$ 5,000,000.00 Medical
- \$ 5,000,000.00 excess liability
- The successful bidder shall provide a COI and policy endorsements evidencing the required coverage as specified by the executed contract. The COI and policy endorsement shall name the City of Kingman, Mohave County and Mohave County Fairgrounds Association as additionally insured. Additionally, such insurance shall be endorsed to include a waiver of subrogation and be primary insurance. The underwriter shall be duly licensed to do business in the State of Arizona, possessing a current A.M. Best, Inc. rating of A+ or better. The COI provide ten days prior written notice to the City of any material change in or cancellation of coverage. Within ten days before work is begun, the successful bidder shall submit to the City of Kingman Fire Marshal a COI and required policy endorsements meeting the coverage requirements stated in the contract. The description area of the certificate shall include policy retention and/or deductible limits. Retention and/or deductibles shall not exceed \$25,000.
- Comprehensive automobile liability with minimum limits of \$ 1,000,000.00 per occurrence.
- Workers compensation and employers liability as required by Arizona State Statute.
- The insurance requirements set forth herein are for illustration only and is not intended and shall not be constructed to modify, limit or reduce the insurance requirements and indemnifications made in the signed contract between the successful bidder and the City of Kingman.

**CITY OF KINGMAN FIRE DEPARTMENT  
REQUEST FOR BIDS ON  
FOURTH OF JULY FIREWORKS DISPLAY**

I, \_\_\_\_\_, as an authorized signer for my company hereby certify that the figures contained in this Bid Proposal are accurate and correct. I also have read and understand the specifications for the City of Kingman, Arizona and submit this Bid Proposal for consideration.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

## FIREWORKS DISPLAY CONTRACT

THIS CONTRACT, entered into this **DAY/MONTH/YEAR** by and between **PROVIDER** (hereinafter referred to as "PROVIDER"), and CITY OF KINGMAN, AZ (hereinafter referred to as "CITY").

WHEREAS, PROVIDER agrees to furnish the CITY, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal (attached as exhibit A) made a part hereof, including the services of a licensed Operator to take charge of and fire the Display.

WHEREAS, CITY shall pay PROVIDER the sum of **XXXX DOLLARS (\$XXXX)**, in United States Currency, according to the following terms and conditions:

1. Terms of Payment

- a. Due upon Execution of Contract: **\$1/2**
- b. Due upon Time of Show: **\$1/2**

First payment shall be mailed directly to the corporate offices of PROVIDER, unless otherwise directed in writing. Balance due at time of show must be given to the authorized representative of PROVIDER before the show begins.

2. Time of Display

The contracted Display is hereby scheduled to be performed on Wednesday, July 4, 2018.

3. Cancellation or Delay

The parties hereby acknowledge and agree that PROVIDER'S authorized Operator, CITY, or local fire marshal or chief, shall have the right to cancel, to delay the start of, or terminate the firing of the fireworks display if, in any one of the individual's reasonable judgment, unsafe firing conditions exist.

Except as otherwise provided herein, the Display may be canceled by CITY on or before **DAY/MONTH/YEAR**, at which time CITY shall be entitled to return of all moneys paid, less any and all out-of-pocket expenses then incurred and documented by PROVIDER for the cost of set pieces (if applicable) and permit fees.

Except as otherwise provided herein, CITY and/or PROVIDER may cancel after **DAY/MONTH/YEAR** but only due to adverse weather conditions, unsafe firing conditions, or other circumstance beyond the reasonable control of CITY or PROVIDER. In the case of cancellation after **DAY/MONTH/YEAR CITY** is entitled to receive return of all amounts paid to PROVIDER, less fifty percent (50%) of all out-of-pocket expenses then incurred and

documented by PROVIDER. Such expenses shall include only those costs incurred in a reasonably timely manner and which are necessary in anticipation of fulfilling this contract.

After **DAY/MONTH/YEAR** except as otherwise provided herein, CITY may otherwise cancel for any reason, other than adverse weather conditions, unsafe firing conditions, or other circumstances beyond the reasonable control of CITY, and forfeit the full amount of its initial payment, and PROVIDER agrees to accept said amount in full and complete satisfaction of all claims against CITY and its obligations under this Contract.

#### 4. PROVIDER'S Responsibilities

In addition to providing a quality Fireworks Display, PROVIDER agrees to secure and provide all permits and security bonds as may be required. Permits and security bonds are to be obtained and maintained in the name of CITY.

PROVIDER shall provide liability insurance coverage which shall be on an occurrence basis, NOT claims made basis, and will include the following limits of coverage at the minimum:

- \$ 1,000,000.00 each occurrence, \$ 2,000,000.00 general aggregate general liability.
- \$ 1,000,000.00 products and completed operative aggregate.
- \$ 5,000.00 medical.
- \$ 4,000,000.00 excess liability
- The City of Kingman and Mohave County, their agents and employees, shall be named as an additional insured and Certificate Holder through Certificate of Insurance and Policy Endorsement.
- Comprehensive automobile liability with minimum limits of \$ 1,000,000.00 per occurrence.
- Workers compensation and employers liability as required by Arizona State Statute.

If any of the required insurance is on a claims made basis. PROVIDER must include an extended reporting period of at least twelve (12) months following the date of July 4, 2018.

PROVIDER SHALL DELIVER TO CITY LEGIBLE COPIES OF THE APPLICABLE CERTIFICATE AND POLICY OF INSURANCE, ON OR BEFORE **DAY/MONTH/YEAR**. IF PROVIDER FAILS TO DELIVER THE CERTIFICATE AND POLICY BY SAID DATE, CITY MAY CANCEL THIS CONTRACT BY WRITTEN NOTICE POSTMARKED NO LATER THAN **DAY/MONTH/YEAR** AND, IF SUCH NOTICE IS GIVEN, WILL BE ENTITLED TO REFUND OF ALL AMOUNTS PAID BY CITY TO PROVIDER, WITHOUT PENALTY OR CHARGE OF ANY KIND.

PROVIDER shall be entirely responsible for setting up and securing the Designated Firing Area. No persons, other than properly trained and supervised employees of PROVIDER and/or duly authorized fire and/or police officials, as required, shall be allowed within the

Designated Firing area. All employees of PROVIDER shall be covered by a policy of worker's compensation insurance at PROVIDER'S expense. Further, PROVIDER shall provide and require that its employees wear protective clothing meeting NFPA requirements at all times during the handling and firing of fireworks or other explosive materials.

PROVIDER shall be solely responsible for security and supervision of its equipment, apparatus and fireworks materials within the Designated Firing area, and shall clear all such equipment, apparatus and fireworks debris from the Designated Firing Area immediately after the Display is finished.

5. CITY'S Responsibilities.

CITY agrees to provide and furnish a suitable place ("Designated Firing Area") at which PROVIDER will perform the Display. Any vehicles or personal property, other than property of PROVIDER, located within the Designated Firing Area shall be removed at the CITY's expense. Any damage or destruction of vehicles or personal property not so removed shall be the sole responsibility of the CITY.

CITY agrees to provide police, fire and other safety and security personnel necessary for proper crowd control and parking before, during and after the Display. CITY further agrees to provide safety and security personnel to cooperate with PROVIDER in the clearing of fireworks debris from the Designated Firing Area after the Display.

6. Indemnity.

To the fullest extent permitted by law, PROVIDER shall indemnify, defend and hold harmless the CITY, its officers, officials and employees for claims, damages, losses, liabilities, and expenses of any nature whatsoever (including but not limited to reasonable attorney's fees, court costs, the costs of appellate proceedings) relating to, arising out of, resulting from or alleged to have resulted from PROVIDER'S negligent acts, errors, or omissions including the negligent act, errors or omissions of anyone directly or indirectly employed by or contracting with PROVIDER, or any person whose acts, errors or omissions are the obligation of PROVIDER. Notwithstanding the foregoing, PROVIDER shall not be obligated to indemnify the City, its officers, officials or employees for any of their independent negligent acts, errors or omissions.

Insurance provisions set forth in this contract are separate and independent from the indemnity provisions of this contract, and neither the insurance provisions nor the indemnity provisions shall be construed in any way to limit the scope, magnitude, or enforcement of the other provisions. The indemnity provisions of this contract shall survive the termination of this contract.

7. Miscellaneous Provisions

a. Legal Action. It is agreed that this contract shall be governed by the laws of the State of Arizona. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction, located in Mohave County, Arizona, shall be proper venue for such an action. If any legal action is brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in addition to any other relief which may be granted.

b. Agency. It is further agreed that nothing in this Contract shall be construed as forming a partnership or agency, the parties hereto being severally responsible for their own separate debts, acts and obligations. Neither party shall be responsible for any agreement not set forth in this Contract.

c. Binding Contract; Transfer or Assignment. The terms and conditions of this Contract are binding upon the parties' assigns, agents, representatives, heirs and successors. The rights and obligations of the parties hereunder are not transferable or assignable.

d. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. 41-4401, PROVIDER and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REC. STAT. 23-214 (A). PROVIDER or subcontractor's breach of the above mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the CITY. PROVIDER agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. The CITY retains the legal right to randomly inspect papers and records of PROVIDER and its subcontractors who work in relation to this Contract to ensure that PROVIDER and its subcontractors are complying with the above-mentioned warranty. PROVIDER and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the CITY. PROVIDER and its subcontractors shall cooperate with the CITY's random inspections including granting the CITY entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

e. Cancellation. This Agreement may be cancelled in accordance with A.R.S. 38-511.

f. PROVIDER certifies that it is not currently engaged in, and agrees for the durations of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

THE PARTIES each warrant that the persons whose signatures are affixed hereto, on behalf of each, are duly authorized by the parties to execute this agreement.



PROVIDER'S NAME.

By: \_\_\_\_\_  
DATE: \_\_\_\_\_  
\_\_\_\_\_, President

City of Kingman

By: \_\_\_\_\_  
DATE: \_\_\_\_\_  
Monica Gates, Mayor

ATTEST:

\_\_\_\_\_  
Sydney Muhle, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carl Cooper, City Attorney